

Burlington

IAFF #301

7/1/2006 6/30/2009

**AGREEMENT**

**BETWEEN**

**THE CITY OF BURLINGTON, IOWA**

**AND**

**LOCAL ASSOCIATION 301, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

**July 1, 2006**

**through**

**June 30, 2009**

## PREAMBLE

This agreement is entered into by and between the City of Burlington, Iowa, hereinafter referred to as the Employer, and Local 301, International Association of Firefighters, hereinafter referred to as the Association. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Association to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

The City of Burlington and Local 301 agree in establishing a continuous goal of improving the services provided to the citizens of Burlington. The parties further agree to work to foster a climate of teamwork between union membership and management personnel to work to generate improvements and increase efficiency of City services.

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## ARTICLE 1

### RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of negotiating any items within the scope of negotiations for all employees within the bargaining unit, as defined in the most recent Public Employment Relations Board order of Certification for Local Association 301, International Association of Firefighters, AFL-CIO.

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Association.

## ARTICLE 2

### DUES CHECK-OFF

#### Section 1 Check-off Provisions

The Employer agrees to deduct the Association initiation fees, assessments and monthly dues from the pay of those employees who individually request in writing that such deductions be made. The deduction for dues shall be made once each month, and the amount to be deducted shall be certified to the Employer in writing by the Treasurer of the Association. The aggregate deductions of all Association members shall be remitted to the Treasurer of the Association by the 15th of each month, together with an itemized statement of the amount deducted for each member of the Association. Any Association member may terminate dues check-off at any time by giving thirty (30) days written notice to the Employer. No employee shall be allowed more than two changes in dues deduction per year.

#### Section 2 Insufficient Pay, Hold Harmless and Overpayment Provisions

The Employer shall have no obligation to deduct or collect initiation fees, assessments, or monthly dues from an Association member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Association shall hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligation under this Article. The Association further agrees to refund to the Employer any amounts paid to the Association in error.

ARTICLE 3  
MANAGEMENT RIGHTS

Section 1

The Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

- a) Direct the work of its employees;
- b) Hire, promote, demote, transfer, assign and retain employees;
- c) Suspend or discharge employees for proper cause;
- d) Maintain the efficiency of governmental operations;
- e) Relieve employees from duties because of lack of work or for other legitimate reasons;
- f) Determine and implement methods, means, assignments and personnel by which its operations are to be conducted;
- g) Take such actions as may be necessary to carry out its mission;
- h) Initiate, prepare, certify and administer its budget;
- i) Exercise all powers and duties granted to it by law;

except as limited by the express provisions of this Agreement.

ARTICLE 4  
HOURS OF WORK

Section 1 Work Period

The regular work period, established under this agreement in conformance with the Fair Labor Standards Act (FLSA), is an eighteen (18) consecutive day work period, beginning on the date and at the time of the commencement of the first regularly scheduled work shift for Platoon 1 occurring on or after the effective date of this agreement and repeating every eighteen (18) days thereafter.

Section 2 Work Shift and Work Schedule

The regular work shift shall be twenty-four (24) work hours within a pre-established work day. Employees shall be regularly scheduled to work twenty-four (24) hours on duty and then forty-eight (48) hours off duty as part of a three platoon system, thus being regularly scheduled to work one hundred forty-four (144) hours in the regular work period. An employee, whose regular work schedule is changed, shall be scheduled for at least forty-eight (48) hours off duty at the time of the change if such change is involuntary.



In consideration of being regularly scheduled to work in excess of one hundred thirty-six (136) hours per regular work period as established under the FLSA, employees shall accrue twelve (12) hours compensatory time  $((144-136 \text{ hours}) \times 1.5)$  per regular work period. As allowed under the FLSA and pursuant to this agreement, such compensatory time is lieu of overtime pay for such excess regularly scheduled hours. However, pursuant to this agreement such compensatory time shall be accrued whether the employee actually works one hundred forty-four (144) hours during the regular work period or not as long as the employee is on an approved paid leave or vacation. An employee starting after the beginning of an eighteen (18) day cycle shall accrue compensatory time on a pro-rata basis for that cycle.

The Fire Chief may assign employees who are injured on the job and unable to perform their regular duties to light duty, if in the judgment of the employee's physician, the employee is able to perform the assigned tasks. The Employer reserves the right to change an employee's regular work schedule to accommodate a light duty assignment.

### Section 3 Training Schedule

Employees enlisting in voluntary training that results in that employee being away from regular duties for more than one (1) twenty-four hour shift, will be placed on an eight (8) hour day forty (40) hour week work shift with no loss of regular pay. When returning to normal shift after training, employee will return to the normal work shift as established in Section 2 Work Shift and Work Schedule.

### Section 4 Compensatory Time Off

So as not to unduly disrupt the Employer's operation, compensatory time accrued shall be taken as compensatory time off in full shift increments unless otherwise authorized by the Fire Chief, shall be scheduled as compensatory time off in the same manner and during the same time as when vacation periods are selected, and shall be subject to the same rules as those governing choice of vacations. Vacations of employees which are required to be taken during a calendar year have preference in being scheduled over compensatory time off accrued during such calendar year. However, so as to assure the timely scheduling of compensatory time off and assure that no more than the maximum allowable compensatory time under the FLSA is accumulated, an employee, who has any unused full shifts of compensatory time accumulated as of December 1 of each year (which have not been scheduled to be used that December), shall be required to schedule such carryover compensatory time off during the following calendar year before the employee may schedule vacation for such following calendar year.

An employee may not use compensatory time off until it is accrued. An employee who is separated from the service of the Employer for any reason shall be compensated for any unused accumulated compensatory time. However, if an employee upon termination has used any vacation time during the year not yet accrued, such compensatory time due may be designated to offset such vacation time up to the amount of the negative balance.

All compensatory time, with the exception of compensatory time earned as the result of work performed on a holiday, must be taken in increments of 24 hours.

### Section 5 Exchanging Work Shifts

An employee may voluntarily agree to substitute for another employee during scheduled work hours provided both employees make a request in writing in advance of the substitution and the Employer approved the substitution. Any exchange of workshifts by probationary firefighters will be done with the approval of the Fire Chief only.

Workshift exchanges may be denied for reasonable cause including, but not limited to the following:

- 1) Training mandated by F.A.A. to maintain department certification
- 2) Training mandated by OSHA as pertains to our department
- 3) Training mandated by the State of Iowa as pertains to our specific department
- 4) Bloodborne pathogen training as mandated by OSHA and pertains to our specific department
- 5) CPR renewals training

### Section 6 Voluntary Shift Transfer

The provisions of Sections 1 and 2 of this Article shall not apply in the event an employee voluntarily transfers shifts.

## ARTICLE 5

### HOLIDAYS

#### Section 1 Overtime on Observed Holiday

If an employee not regularly scheduled to work is required to work overtime on one of the following observed holidays, the employee shall receive overtime pay and shall be granted commensurate time off for the period or portion of the observed holiday that the employee actually works, in the calendar year following the year in which such overtime was worked. Such observed holiday time off shall be scheduled in the same manner and during the same time as when vacation periods are selected, and shall be subject to the same rules as those governing choice of vacations. For purposes of this section, the observed holidays involved are considered to begin at 8:00 a.m. on the listed day and end at 8:00 a.m. the following day and such observed holidays are as follows:

New Year's Day	January 1
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11

Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

This Section is applicable for overtime purposes only.

## ARTICLE 6

### VACATIONS

#### Section 1 Eligibility and Allowance

Vacations may be taken only after completion of an employee's first year of continuous service. On the effective date of this Agreement, employees shall begin accruing annual vacation according to the following schedule and service requirements:

Years of Continuous	Annual Vacation Accrual, Stated as a Number of Work Shifts	Monthly Vacation Accrual, Stated as a Number of Service Work Shifts
-----	-----	-----
1 through 4	5	.417
5 through 9	6	.5
10 through 14	7	.583
15 through 19	10	.833
20 through 24	12	1.0
25 or more	15	1.25

#### Section 2 Choice of Vacation Period

All vacations shall be scheduled and taken during the calendar year as set forth below or lost except as provided in Article 7, Section 5, of this Agreement. An employee may leave more than one (1) vacation day unscheduled which shall be taken during the calendar year upon approval by the Fire Chief or the Chief's designee sixty (60) hours in advance of the requested work shift off. The Fire Chief or his designee can waive the sixty (60) hours advance notice for special circumstances. The vacations which shall be scheduled and taken during a given calendar year are those which the employees accrued from their anniversary date in the preceding year to their anniversary date in the given calendar year. Vacations are required to be applied for and approved in writing.

By December 1 of every year, the Fire Chief shall have posted a list of employees in order of seniority by shift. Each employee, in order of seniority, shall denote their choice of vacations for the following calendar year. As provided in Article 4, Section 4, of this Agreement, an employee, who has any unused full shifts of compensatory time accumulated as of December

1 of each year (which have not been scheduled to be used that December), shall be required to schedule such carryover compensatory time off during the following calendar year before the employee may schedule vacation for such following calendar year. No more than three (3) employees on a work shift will be allowed to take vacations and/or compensatory time off and/or observed holiday time off on the same date.

### Section 3 Vacation Rights in Case of Separation

An employee who is separated from the service of the Employer for any reason after one (1) year of continuous service shall be compensated for the unused vacation the employee has accrued through the last shift worked. An employee who is separated from the service of the Employer for medical reasons during the first year of service shall be compensated for the unused vacation the employee has accrued through the last shift worked.

## ARTICLE 7

### LEAVES OF ABSENCE

#### Section 1 Eligibility Requirements

An employee shall be eligible to apply for any of the following leaves of absence after thirty (30) days of continuous service with the Employer.

#### Section 2 Application for Leave

A request for any of the following leaves of absence shall be submitted in writing by the employee to their immediate supervisor. The request shall state the reason for the leave of absence and the length of time of such requested absence. The Employer shall approve or deny all requests in writing.

#### Section 3 Family Death Leave

An employee who has had a death in the immediate family shall be granted family death leave with pay for up to a maximum of forty-eight (48) hours to be charged against accumulated sick leave to arrange and attend services and other related matters. Immediate family shall be defined as spouse, common law spouse, parent, parent-in-law, step-mother, step-father, child, step-child, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, grandparent, or grandchild of the employee or a minor child of which the employee is the legal custodian. In the event of the death of an employee's aunt or uncle, the employee shall be granted eight (8) hours leave of absence charged against the employee's accrued sick leave to arrange and attend services and other related matters. If additional time off is needed, the Fire Chief may grant additional time to be charged against accumulated sick leave.

## Section 4 Sick Leave

### a) Eligibility

An employee contracting or incurring any non-service connected illness or injury which renders such employee unable to perform the duties of their employment shall receive sick leave with pay.

An employee shall start to earn sick leave from the employee's last date of hire, and shall be eligible for sick leave after thirty (30) days continuous service with the Employer. An employee shall be granted sick leave in the event of sickness or disability in the employee's family providing the family member resides in the employee's home and is a dependent of the employee.

All absences from work chargeable against sick leave shall be reported to the employee's immediate supervisor as soon as possible and not later than thirty (30) minutes prior to the start of work on the day of absence. Failure to do so may result in loss of sick pay.

The Employer reserves the right to require proof of illness, injury, or other uses of sick leave as provided in this Agreement. For either a period of two (2) work shifts or less or for two (2) periods of less than two (2) work shifts of sick leave taken in a calendar year, the Employer will not normally require proof of injury or illness unless, in the judgment of the Employer, there is a question of legitimate usage. Proof of illness or injury shall include a doctor's certificate or other reasonable verification available to the employee and satisfactory to the Employer. If verification is required, such verification shall have the signature of an attending physician or physician's assistant and state the type of illness/condition causing the employee to be unable to perform his/her job duties and the probable length of temporary disability.

### b) Accrual and Accumulation

Sick leave shall accrue at the rate of one (1) work shift per month of continuous service up to an unused sick leave accumulation of forty-five (45) work shifts. Thereafter, sick leave shall accrue at the rate of two-thirds (2/3) of a work shift per month of continuous service up to a total maximum unused sick leave accumulation of ninety (90) work shifts for the combined accruals that can be carried over at any point in time. In the event an employee's accumulated unused sick leave drops below forty-five (45) work shifts, the employee shall accrue sick leave at the rate of one (1) work shift per month until the accumulated unused sick leave reaches forty-five (45) work shifts again and then the employee shall resume accruing sick leave at the rate of two-thirds (2/3) of a work shift up to the total maximum ninety (90) work shifts provided above. On the effective date of this Agreement, employees shall begin accruing sick leave according to the foregoing requirements; however, the unused sick leave accumulation obtained by the employee under the previous Agreement shall not be reduced unless it is used.

### c) Usage

Sick leave taken shall be charged against accumulated sick leave in four (4) hour increments.

d) Sick Leave Rights in Case of Separation

Employees shall be compensated for unused accumulated sick leave upon accidental disability retirement as provided in Section 5 of this Article or, upon regular service or ordinary disability retirement or death, an employee shall be paid for one-half (1/2) of the employee's unused accumulated sick leave that is in excess of sixty (60) work shifts on the date of retirement but not exceeding the total maximum unused sick leave accumulation of ninety (90) work shifts allowed under subsection b) of this section.

In lieu of a cash payout, employees with 90 days sick leave accrued on the date of retirement are eligible to convert the monetary equivalent of fifteen (15) days sick leave payout to prepaid insurance premiums. If this option is selected, the first insurance premium shall be deducted for the first month's premium following the employee's date of retirement and deductions shall continue on a monthly basis until the sick leave payout equivalent is depleted.

e) Incentive

An employee that does not use sick leave during the time period commencing July 1 through December 31 of each fiscal year shall have \$100 contributed to his/her Employee Wellness Program allocation. An employee that does not use sick leave during the time period commencing January 1 through June 30 of each fiscal year shall have \$100 contributed to his/her Employee Wellness Program allocation. Any and all incentives earned under this subsection must be used in accordance with the provisions set out in the Employee Wellness Program for City of Burlington/Des Moines County Health Care Plan. The incentive shall be credited within thirty (30) days after the completion of each specified time period.

Section 5 Injury Leave

The Employer shall pay hospital, nursing and medical expenses incurred by an employee injured in the performance of duty. If a person is injured on duty and requires days off for the injury but has scheduled days off for vacation, holidays, or compensatory time, then the scheduled days off can be rescheduled. In the event there is no time remaining in the calendar year to reschedule said days, they may be rescheduled during the following calendar year.

Section 6 Emergency Leave

With the approval of the Fire Chief and/or his designee, an employee may be granted an emergency leave of absence equivalent to the time the employee is actually absent, but in no event to exceed more than four hours. If the employee is absent less than four hours, the employee will receive a leave of absence rounded up to the nearest hour. The emergency leave of absence incurred shall be charged against the employee's accumulated sick leave.

With the approval of the Fire Chief, any amount of time in excess of the four (4) hour limit shall also be deducted from the employee's accumulated sick leave, provided that if the total

emergency leave granted in a work shift exceeds eighteen (18) hours, an entire day's vacation time shall be deducted in lieu of any accumulated sick leave being deducted.

#### Section 7 Absence Without Leave

If an employee is absent from duty without proper authorization for part or all of a work shift or for a longer period, such absence shall be grounds for disciplinary action or discharge. Absence without leave for a period of two (2) work shifts shall be considered proper cause for automatic termination of employment.

#### Section 8 Association Business Leave

In lieu of paid time off for collective bargaining contract negotiations, the Association or the Employer shall be able to require that collective bargaining contract negotiations shall be conducted at the central fire station so that on-duty members of the Association negotiation committee will be able to participate in the negotiation process; however, this section shall not apply to more than two (2) on-duty employees at a time. Any such on-duty employees shall remain on first response to alarms and shall respond to all appropriate alarms. Further, this section does not excuse employees from participation in required drills and training activities, except by mutual agreement of the Employer and Association.

Two (2) Union Officers shall each be allowed one (1) day off with pay each fiscal year for attending Association activities subject to providing notification seventy-two (72) hours or more in advance of the time requested off.

#### Section 9 Jury Duty

An employee required to be present for jury selection or jury service shall receive regular wages minus any court compensation, excluding transportation reimbursement, for each day or partial day which would have been worked but for such participation. An employee shall be required to report for work on any scheduled work day before and after the employee's presence in court or jury selection or jury service. The employee shall not be required to report for work if the jury selection or jury participation is scheduled to commence within one hour of the commencement of the employee's workshift.

#### Section 10 Voting Leave

Any employee required to work for all of the hours during which polls are open on the day of an election shall be granted sufficient time off with pay to vote.

#### Section 11 Funeral Leave

With the approval of the Fire Chief or the Chief's designee, an employee may be granted funeral leave, up to three (3) hours in a workshift, which shall be charged against accumulated sick leave for attending the funeral of an individual not in the employee's immediate family as

defined in Section 3 of this Article. Additional funeral leave, in excess of three (3) hours, may be granted by the Fire Chief.

#### Section 12 Candidates and Elected Officials Leave

Employees who become candidates for an elective public office shall upon their written request be granted an unpaid leave of absence commencing any time within thirty (30) days prior to a primary, special, or general election continuing through the day following such election. Nothing herein authorizes any employee to campaign for such office or for another person or issue during his/her or other employees' working hours or to use his/her position to secure contributions or commitments to the benefit of any electoral campaign. Employees who are elected to any municipal, county, state, or federal office shall upon their request be granted an unpaid leave of absence commencing any time after such election and continuing through one or more terms up to a maximum of six (6) years, unless extended by action of the City Manager. Employees elected to the Council of the City shall be required to take such leave of absence.

### ARTICLE 8

#### INSURANCE

The City shall offer as an option, a cafeteria-style benefit program which allows employees to customize their individual benefit package as described in the Plan Document. Premium dollars provided to employees shall be equivalent to the cost of providing Plan 4 equal to coverage provided by the City/County Health Care Plan in effect on July 1, 2006. As the cost of the Plan 4 base coverage is adjusted, dollars provided by the Employer shall be adjusted by that amount. Employees may select the following package or design a different package in accordance with the terms and conditions set forth under the Plan:

#### Section 1 Hospital, Medical, Chiropractic Care, Prescription Drug and Dental Care Insurance

The Employer shall pay the full cost of the single and family premium for Hospital, Medical, Chiropractic Care and Prescription Drug Insurance based on Plan 4 and Dental Care Insurance. Any change in carrier, coverage, or method of claims handling shall be equal to Summary Plan Description for City/County Health Care Plan, dated, July 1, 2006, on file in the office of the City Finance Director.

#### Section 2 Life and AD&D Insurance

The Employer shall provide \$15,000 in Life Insurance and \$15,000 in Accidental Death and Dismemberment Insurance for all employees covered by this Agreement.



### Section 3 Continuation of Health Insurance

In addition to the continuation of coverage under the group health plan (Sections 1, 2 & 3 above) provided for by the Consolidated Omnibus Budget Reconciliation of 1985 (COBRA) upon the timely election and payment of the applicable premiums by an individual who would otherwise lose coverage, employees retiring after July 1, 1983, and spouses of deceased active and retired employees may maintain coverage at their expense beyond the eighteen (18) month or three (3) year time period the Employer is otherwise required to offer it by the law. The allowance for the continuation of coverage for such individuals, however, shall terminate upon the failure to pay the applicable premium including administrative fee if any when due, the coverage of the individual as an employee under a comparable group plan or as the spouse of an employee under another group plan, or upon age 65, whichever event is sooner.

## ARTICLE 9

### WAGES

#### Section 1 Wage Schedule

Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Addendum A. The attached Wage Schedule shall be considered a part of this Agreement.

#### Section 2 Certification Pay

- a) An employee with certification as an Emergency Medical Technician - B (EMT-B) shall receive additional compensation of \$ 35.00 biweekly for such ambulance qualification.
- b) An employee with certification as an Emergency Medical Technician - Intermediate (EMT-I) shall receive additional compensation of \$ 50.00 biweekly for such ambulance qualification.
- c) An employee with certification as a Paramedic shall receive additional compensation of \$ 85.00 biweekly for such ambulance qualification.
- d) An employee with certification as a Critical Care Paramedic shall receive additional compensation of \$ 95.00 biweekly for such ambulance qualification.
- e) An employee certified as a CPR Instructor shall receive additional compensation of \$5.91 biweekly for such ambulance-related qualification.
- f) An employee certified as a Hazardous Material Technician shall receive additional compensation of \$20.00 biweekly for such certification.

- g) An employee certified as a Self-contained Breathing Apparatus (SCBA) Field Level Maintenance Technician shall receive additional compensation of \$6.00 biweekly for such certification.
- h) Except with regard to CPR Instructor, Hazardous Material Technician, and SCBA Field Level Maintenance Technician, employees with certification shall be compensated for only one certification at a time (i.e. the certification pays for EMT-B, EMT-I, Paramedic and Critical Care Paramedic are not cumulative).
- i) If an employee who is certified under this Section fails to maintain such certification, the employee shall not receive additional compensation. However, no employee shall lose certification as an EMT-B, EMT-I, Paramedic, Critical Care Paramedic or CPR Instructor until such time as a recertification course is offered and is either refused by the employee or taken and failed by the employee.
- j) Changes in the appropriate certification shall become effective at the beginning of the month following the date of certification or decertification.

### Section 3 Training Pay

If the Chief requires employees to attend a training session or meeting and this requires the employee to attend the session/meeting during the employee's off-duty hours, the employee will be paid at the appropriate rate of pay.

## ARTICLE 10

### LONGEVITY

#### Section 1 Description

Annual longevity payments shall be made on the last payday in November of each year in accordance with the longevity pay plan set forth below for all employees who shall have completed at least five (5) years of continuous service, and who are in the employ of the City as of November 30 of the year in which the longevity payment is made. In the case of an employee who would have been eligible for longevity on November 30 of a given year, but died, resigned, or retired before this date, such employee or the employee's beneficiary shall receive a pro rata longevity payment for that year based on the number of full months worked from the last December 1 to the date of the employee's death, resignation, or retirement.

## Section 2 Schedule

The following are the longevity pay schedules at the flat rate for continued service:

After 5 years of continuous service - \$300 per year  
After 10 years of continuous service - \$450 per year  
After 15 years of continuous service - \$550 per year  
After 20 years of continuous service - \$750 per year  
After 25 years of continuous service - \$850 per year  
After 30 years of continuous service - \$950 per year

## ARTICLE 11

### OVERTIME

#### Section 1 Definition of Overtime and Overtime Rate of Pay

Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's annual salary plus any other amounts included in the "basic rate" under the Fair Labor Standards Act (i.e. annual longevity & certification pay) divided by 2704 hours.

In the event an employee is required to work beyond the end of the employee's regular work shift, no compensation shall be received for the first fifteen (15) minutes worked. Thereafter, payment shall be made at the overtime rate for all time worked beyond the end of the employee's regular work shift, rounded to the nearest quarter hour.

When overtime is required it must be approved in advance by the Fire Chief or the officer in charge of the shift.

#### Section 2 Definition of Call Time and Call Time Rate of Pay

An employee called to work outside of the employee's regularly scheduled work shift shall be credited a minimum of three (3) hours pay at the overtime rate provided for in Section 1.

If the call time work assignment and the beginning of the employee's regular work shift overlap, the employee shall be paid the call time rate until the three (3) hours minimum is reached and will then complete the work shift at the appropriate straight time rate.

This provision does not apply to overtime assigned immediately beyond the employee's regular work shift as referenced in Section 1 of this Article.

ARTICLE 12  
HEALTH AND SAFETY

Section 1 Protective Clothing and Equipment

All protective clothing, safety equipment and protective devices to be worn or used by employees as required by the Employer will be provided by the Employer at no cost to the employee, a list of which will be prepared by the Fire Chief and shall be posted each year.

Section 2 Uniform Allowance

The Employer agrees to provide the required uniform to all new employees. After the first year of employment, the Employer shall pay up to \$500 per employee each fiscal year for the replacement of uniform clothing required by the Employer. Up to \$250 from each fiscal year's uniform allowance or accumulated uniform allowance may be carried forward for use within the next fiscal year. The Employer shall post and maintain a current list of required uniform items.

An employee shall be liable for loss of or damage to clothing caused by negligence and shall be responsible for the care and maintenance of required uniform items.

All uniform clothing which is issued or paid for by the Employer shall remain in the property of the Employer at all times and shall be worn only while on duty. Upon approval by the Fire Chief, uniform clothing may be worn off duty for special functions.

Section 3 Personal Property Allowance

Employees may be reimbursed for approved claims in an amount determined reasonable by the Fire Chief for the repair or replacement of personal property damaged in the performance of duty. Personal property eligible for repair or replacement shall be limited to items required to be carried on duty, as determined by the Fire Chief. In order for a claim for damage to be approved, the damaged article must be produced if possible, the incident giving rise to the claim must be verified, and the damage must not be due to the employee's own negligence.

Section 4 Protection of Property and Equipment

It shall be the responsibility of an employee having custody of equipment and property to see that it is properly maintained and returned to its place of storage.

## Section 5 Physical Examination

Whenever the Employer suspects that the physical condition of an employee is endangering the employee's own health or safety and/or the health and safety of others, the employee may be requested to undergo a complete physical examination. The examining physician shall be selected by the Employer and the cost of the examination shall be paid by the Employer. The employee may also be required to undergo annual or periodic physical examination to comply with health and safety laws and regulations.

An employee reaching the age of thirty-six (36) years shall be required to submit to a routine physical examination once every two (2) years at the Employer's expense. This physical examination may be combined to include tests to comply with the health and safety laws and regulations noted above. The physical examination shall be administered by a physician/physician's assistant designated by the Employer and be scheduled sometime during the fiscal year by the Employer following the employee's birthday. Any additional tests recommended by the examining physician/physician's assistant as a result of such physical shall be paid for by the Employer if not covered by the employee's health insurance.

## Section 6 Joint Occupational Safety and Health Program

It is the desire of the Employer and the Association to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries and illness in the fire service.

The Employer and the Association shall each appoint two (2) members to the Occupational Safety and Health Committee. The Employer and the Association may each designate an alternate to serve in the absence of one of the members appointed by them. This committee will meet once every three (3) months and discuss safety and health matters relating to Fire Department operations and procedures.

This committee will be guided but not limited to the following principles:

- a) Make detailed investigation of each accident, death, or injury to employees within the bargaining unit to determine the fundamental causes.
- b) Inspect Fire Department facilities and apparatus to detect hazardous physical conditions or unsafe work methods, including training procedures.
- c) Recommend changes or additions to protective equipment, protective apparel, or devices for the elimination of hazards of fire fighting.
- d) Make recommendations for the correction of unsafe or harmful work conditions. If the Fire Chief makes a final determination to reject a recommendation, the Fire Chief shall notify the Association representatives and the City Manager in writing within ten (10) days of making such decision.

- e) Establish and review written recommendations on the care and treatment of injured firefighters so that a standardized medical protocol can be initiated with medical facilities that are designated to treat firefighters on an emergency basis.

The failure or refusal of the Employer to follow or implement any recommendations of the safety committee or the Association provided for under this section for any reason shall not be a grievable matter and shall not be subject to arbitration under Article XIII of this Agreement.

The Employer shall not restrict the safety committee members from any Fire Department facility when investigating health or safety matters. The committee members shall only meet and make their investigations and inspections at times when not otherwise assigned specific duties by the Employer, and investigations and inspections shall be conducted in a manner so as not to disrupt or unduly interfere with the Employer's operations.

In the event of state inspection of Fire Department facilities, a member of the Association, as well as a member of management, may accompany the inspector on a tour of the department, subject to the inspector's consent.

## ARTICLE 13

### EMPLOYMENT

#### Section 1 Appointments, Promotions, Demotions, Suspensions, Discharges, Retirements, Personnel Reductions

All appointments, promotions, demotions, suspensions, discharges, retirements, and personnel reductions shall be made in a manner consistent with Iowa Civil Service Law and other applicable provisions of the Code of Iowa. Employees on lay-off or leaves of absence without pay in excess of sixty (60) calendar days in any one year shall have their seniority preserved but shall not accrue or receive any other privileges, benefits, or pay granted by this Agreement.

#### Section 2 Probationary Period

All entrance appointments shall be conditional upon a probationary period of twelve (12) months during which time the appointee may be removed or discharged from the appointee's position by the appointing person or body without the right of appeal to the Civil Service Commission or the grievance procedure.

#### Section 3 Seniority

In addition to the seniority list posting required by Iowa Civil Service Law, the Fire Chief shall post said list at the Burlington Fire Department for a period not less than thirty (30) days and a copy shall be sent by the Employer to the Secretary of the Association on or before July 1 of each year. Any objection to this seniority list as posted shall be reported to the Chairperson of

the Civil Service Commission and the Fire Chief within twenty (20) calendar days from the day of posting, or the list shall stand approved.

#### Section 4 Temporary Transfers

Temporary transfers may be made within the Department without affecting the employee's classification, pay schedule, and seniority. In the event the employee's pay schedule is equal to or higher than that of the temporarily assumed duties, the employee's pay shall remain the same. In the event the employee is assigned as an Acting Captain for a period of eight (8) consecutive hours or more within one work shift, the employee shall receive \$1.15 per hour differential pay for the period of the workshift. In the event the employee is assigned as an Acting Battalion Chief for a period of eight (8) consecutive hours or more within one work shift, the employee shall receive \$1.50 per hour differential pay for the period of the workshift. All employees receiving medical certification pay in addition to their base pay shall continue to be paid their medical certification pay when temporarily transferred. A temporary transfer shall not in any way constitute a permanent demotion or promotion.

#### Section 5 Labor-Management Committee

There shall be a labor-management committee consisting of up to three (3) Association representatives and up to three (3) Employer representatives. The Committee shall meet on request of either party quarterly to discuss all matters incorporated in this Agreement. Upon mutual agreement of the Association and the Employer other meetings may be held at mutually agreed times. The Committee shall have the authority to make recommendations to the Association and the Employer.

#### Section 6 Driving Record

Review of Employee driving record, where necessary, shall be conducted separately from annual evaluations and the results of the review shall not be included in the annual evaluation.

Any action deemed necessary as a result of driving records check and review shall be done as a part of departmental disciplinary rules and shall not otherwise be accounted for in annual evaluations.

Adverse personnel action resulting from a driving record review may be challenged through the grievance and arbitration procedure set forth in the collective bargaining agreement between the Association and the Employer beginning at Step 4 notwithstanding the Article 13 requirements that other forms of discipline be submitted to Civil Service.

Employee driving reviews, when required, shall take place within thirty (30) days of the employee's anniversary date.

## ARTICLE 14

### GENERAL CONDITIONS

#### Section 1 Tuition/Book Reimbursement

An employee shall be reimbursed for tuition and/or book purchases, in an amount up to fifty dollars (\$50.00) per semester, subject to verification that the expenditures were made for educational credits earned towards an associate, baccalaureate, or post graduate degree.

## ARTICLE 15

### GRIEVANCES

#### Section 1 Definition

A grievance shall be defined as a dispute or disagreement raised by an employee and/or the Association against the Employer involving the interpretation or application of any specific provision of this Agreement, except that any matters governed by Civil Service rules or statutory provisions shall not be considered grievances and subject to the grievance procedure, nor shall any disciplinary actions which may be appealed to the Civil Service Commission be considered grievances and subject to the grievance procedure hereinafter set forth. Any action or claim which is within the jurisdiction of the Civil Service Commission to decide must be brought under Iowa Civil Service laws. In case of doubt, the action must be commenced initially under Civil Service procedures, and if jurisdiction is ultimately denied by the Civil Service Commission, the dispute may then be appealed through the grievance procedure of this Article. If jurisdiction is denied, the grievance shall be commenced at Step II of the grievance procedure within five (5) calendar days of such denial. Grievances, as herein defined, shall be processed in the following manner, except that grievances brought by the Association collectively shall commence at Step III.

#### Section 2 Grievance and Arbitration Procedure

##### Step I

An aggrieved employee considering filing a grievance must first contact a member/s of the Grievance Committee within two (2) work shifts of the occurrence or event giving rise to the grievance to explain the grievance to said committee member/s. The committee member/s must attempt to adjust the grievance within two (2) work shifts after being presented with the grievance by the employee.



#### Step II

If the outcome of Step I is not satisfactory to the employee, the employee may submit a written statement of the grievance to the employee's immediate supervisor within two (2) work shifts after the date of the supervisor's oral response. A written decision must be given by the immediate supervisor within two (2) work shifts after receiving the written grievance.

#### Step III

If the grievance remains unadjusted, or is not satisfactory to the employee, it may be presented in writing to the Fire Chief by the Employee within two (2) work shifts after the date of the supervisor's response. The Fire Chief shall render a decision in writing within five (5) work shifts thereafter.

#### Step IV

If the decision of Step III is not satisfactory to the employee or the Association, the employee or the Association may present such grievance in writing within two (2) work shifts for the employee or (5) five work shifts for the Association after the date of the Fire Chief's response, together with a copy of the replies from the immediate supervisor and Fire Chief, to the Personnel Director of the City of Burlington. Within five (5) work shifts thereafter, the Personnel Director shall render a decision in writing to the employee or Association.

#### Step V

If the grievance remains unresolved on the basis of the decision of Step IV, the employee and/or the Association may, within five (5) work shifts after the date of the Personnel Director's decision, submit a request in writing (copy to the Employer) to the Public Employment Labor Relations Board to provide a list of five (5) prospective arbitrators. Both the Employer and the aggrieved party shall have the right to strike two (2) names from the list. The determination of a party's desire to strike first or have the other party strike first shall be determined by lot. The strike of names shall then alternate. The remaining person shall be the arbitrator. The selection of an arbitrator shall be completed within seven (7) normal business days after receiving the list of prospective arbitrators. The fees and expenses of the arbitrator shall be shared equally by the Employer and the aggrieved party. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for transcripts of the proceedings, if desired.

The decision of the arbitrator shall be final and binding on both parties to this Agreement. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement, nor shall the arbitrator have authority to render any decision which conflicts with any law, ruling, or regulation binding upon the Employer, not to imply any obligation on the Employer which is not specifically set forth in this Agreement. Awards may not be retroactive beyond the date of the occurrence or event giving rise to the grievance.

### Section 3 Time Limitations

Failure by an employee or the Association to comply with any time limitations shall constitute a withdrawal of the grievance. Failure by the Employer to comply with any of the time limitations shall constitute a default of contract and the terms set out in the grievance for resolution of the grievance shall be immediately implemented. But such implementation resulting from failure of City to meet time limits applies to immediate situation only. It is understood that the "work shifts" referred to in the time limitations set forth in Section 2 of this Article refer to the work shifts of the individual/body on whom /which the obligation to act or respond falls. Such work shifts are exclusive of vacations, holidays and paid leave of absence. The term "work shifts" applied to the Association in the time limitations set forth in Section 2 of this Article shall apply to grievances brought by the Association collectively and shall be construed to mean normal business days.

### Section 4 Orderly Resolution

Should any grievance arise between the Employer and the Association or an employee, there shall be no interruption of work, and every effort shall be made to settle the grievance as soon as possible.

## ARTICLE 16

### NO STRIKE, NO LOCK-OUT CLAUSE

Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will directly or indirectly induce, instigate, encourage, authorize, ratify, or participate in a strike, work slowdown, or illegal picketing against the Employer. In the event that any employee or Association officer or agent violates this provision, the Association shall immediately notify the same in writing to cease and desist from such action, shall further instruct employees who violate this provision to immediately return to their normal duties and shall take any other affirmative action necessary to cease the prohibited action. Similarly, the Employer agrees not to lock-out the Employees covered by this Agreement.

## ARTICLE 17

### SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be restrained or held unlawful and unenforceable by any tribunal of competent jurisdiction, such decision of the tribunal shall apply only to the specified Article, Section, or portion thereof restrained or declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 18

ENTIRE AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous Agreements between the Employer and the Association and concludes collective bargaining for its term. This Agreement may be reopened during its term only upon written mutual agreement of the parties.

All appendices and amendments of this Agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE 19

DURATION AND NEGOTIATIONS

Section 1 Contract Period

This Agreement shall be effective as of the first (1st) day of July, 2006, and shall remain in full force and effect through the thirtieth (30th) day of June, 2009. Negotiations for a succeeding Agreement to become effective starting on July 1, 2009, shall begin after August 31, 2008, but not later than September 30, 2008.

ARTICLE 20

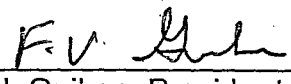
SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 3rd day of January, 2006.

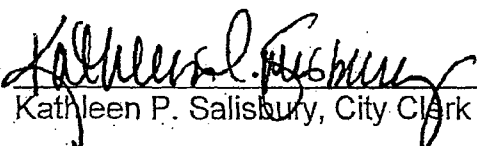
THE CITY OF BURLINGTON

LOCAL ASSOCIATION 301  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO

By:   
Mike Edwards, Mayor

By:   
Frank Guihan, President

ATTEST:

  
Kathleen P. Salisbury, City Clerk

# ADDENDUM A IAFF WAGE SCHEDULE

## FIREFIGHTERS:

		<u>BIWEEKLY</u>	<u>ANNUAL</u>
<u>Effective July 1, 2006:</u>			
Step A	Hire:	\$1,243.76	\$32,337.78
Step B	After 1 year	1,442.13	37,495.42
Step C	After 3 years	1,562.41	40,622.78
Step D	After 5 years	1,585.87	41,232.55
Step E	After 10 years	1,609.66	41,851.04
<u>Effective January 1, 2007:</u>			
Step A	Hire:	\$1,262.42	\$32,822.84
Step B	After 1 year	1,463.76	38,057.85
Step C	After 3 years	1,585.85	41,232.12
Step D	After 5 years	1,609.66	41,851.04
Step E	After 10 years	1,633.80	42,478.80
<u>Effective July 1, 2007:</u>			
Step A	Hire:	\$1,281.35	\$33,315.19
Step B	After 1 year	1,485.72	38,628.72
Step C	After 3 years	1,609.64	41,850.60
Step D	After 5 years	1,633.80	42,478.80
Step E	After 10 years	1,658.31	43,115.99
<u>Effective January 1, 2008:</u>			
Step A	Hire:	\$1,300.57	\$33,814.92
Step B	After 1 year	1,508.01	39,208.15
Step C	After 3 years	1,633.78	42,478.36
Step D	After 5 years	1,658.31	43,115.98
Step E	After 10 years	1,683.18	43,762.73
<u>Effective July 1, 2008:</u>			
Step A	Hire:	\$1,320.08	\$34,322.14
Step B	After 1 year	1,530.63	39,796.27
Step C	After 3 years	1,658.29	43,115.53
Step D	After 5 years	1,683.18	43,762.72
Step E	After 10 years	1,708.43	44,419.17
<u>Effective January 1, 2009:</u>			
Step A	Hire:	\$1,339.88	\$34,836.97
Step B	After 1 year	1,553.59	40,393.22
Step C	After 3 years	1,683.16	43,762.27
Step D	After 5 years	1,708.43	44,419.16
Step E	After 10 years	1,734.06	45,085.45

NOTE: A Firefighter will advance to Step B after one year of employment, or upon obtaining Firefighter I certification, if sooner. A new Firefighter who possesses a Firefighter I certification shall be paid at Step B upon hire.

## ADDENDUM A IAFF WAGE SCHEDULE

### CAPTAINS:

		BIWEEKLY	ANNUAL
		<u>SALARY</u>	<u>SALARY</u>
<u>Effective July 1, 2006:</u>			
Step A	Promotion:	\$ 1,708.76	\$ 44,427.83
Step B	After 3 years	\$ 1,734.39	\$ 45,094.25
Step C	After 5 years	\$ 1,760.41	\$ 45,770.66
<u>Effective January 1, 2007:</u>			
Step A	Promotion:	\$ 1,734.39	\$ 45,094.25
Step B	After 3 years	\$ 1,760.41	\$ 45,770.66
Step C	After 5 years	\$ 1,786.82	\$ 46,457.22
<u>Effective July 1, 2007:</u>			
Step A	Promotion:	\$ 1,760.41	\$ 45,770.66
Step B	After 3 years	\$ 1,786.82	\$ 46,457.22
Step C	After 5 years	\$ 1,813.62	\$ 47,154.08
<u>Effective January 1, 2008:</u>			
Step A	Promotion:	\$ 1,786.82	\$ 46,457.22
Step B	After 3 years	\$ 1,813.62	\$ 47,154.08
Step C	After 5 years	\$ 1,840.82	\$ 47,861.39
<u>Effective July 1, 2008:</u>			
Step A	Promotion:	\$ 1,813.62	\$ 47,154.08
Step B	After 3 years	\$ 1,840.82	\$ 47,861.39
Step C	After 5 years	\$ 1,868.44	\$ 48,579.31
<u>Effective January 1, 2009:</u>			
Step A	Promotion:	\$ 1,840.82	\$ 47,861.39
Step B	After 3 years	\$ 1,868.44	\$ 48,579.31
Step C	After 5 years	\$ 1,896.46	\$ 49,308.00